EXHIBIT A

Dockets.Justia.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

Steve Weinberg,	§	
	§	
Plaintiff,	§	
	§	
vs.	§	**Civil Action No. 3-06-CV2331-B**
	§	**ECF**
National Football League Players Association, et al.,	§	
	§	
	§	
Defendants.	§	

DECLARATION

Steve Weinberg declares and states:

1. "My name is Steve Weinberg. I am over 21 years of age. I am of sound mind, and I am competent to make this declaration. The statements contained herein are within my personal knowledge and are true and correct.

2. My knowledge of this case arises from my personal involvement with the events that are the basis of this lawsuit. Attached hereto are true and correct copies of correspondence between me, my lawyers, Defendant Roger Kaplan ("Kaplan"), and representatives of the National Football League Players Association ("NFLPA"). These copies are from my personal records that I kept in connection with my business as a sports agent.

3. Kaplan served as the arbitrator for numerous disputes involving my clients and personally traveled to Texas in connection with at least one of said disputes. *See, e.g.,* Invoice and correspondence sent to me in Texas from Kaplan, attached hereto as Exhibit "1" and incorporated herein by reference.

4. Kaplan billed me in Texas for services in connection with my disputes with Howard Silber ("Silber"). *See* Letter from Kaplan to me in Texas, attached hereto as Exhibit "2" and incorporated herein by reference.

5. My clients and I filed grievances against Silber under the NFLPA's arbitration system based on garnishment proceedings he initiated against my clients. Those grievances were assigned to Kaplan as arbitrator. In response, Kaplan sent me letters in Texas stating that he had been designated as the arbitrator by the NFLPA and instructing me to "call me at your earliest convenience with suggested dates for the hearing. As soon as I hear from you, this matter will be scheduled for hearing." After being contacted, Kaplan refused to act on or schedule my grievances and refused to provide me information regarding the status of the grievances filed by my clients. I believe this was because Kaplan was acting on specific instructions from the NFLPA when he refused to schedule my grievances and refused to provide me with information on my players' grievances. *See* Correspondence to and from me, Kaplan, and Tom DePaso, attached hereto as Exhibit "3" and incorporated herein by reference.

6. Both before and after I was decertified by the NFLPA, I filed numerous fee grievances against former clients who failed and/or refused to pay agent fees on previously negotiated player contracts. In response, Kaplan sent me letters in Texas stating that he had been designated as the arbitrator by the NFLPA and instructing me to "call me at your earliest convenience with suggested dates for the hearing. As soon as I hear from you, this matter will be scheduled for hearing." *See, e.g.,* Letters from Kaplan to me in Texas, attached hereto as Exhibit "4" and incorporated herein by reference.

SIGNED: February 1, 2007

I declare under penalty of perjury that the foregoing is true and correct.

Steve Weinberg

EXHIBIT A-1

ROGER P. KAPLAN
Labor Arbitrator
1919 Pennsylvania Avenue, N.W
Suite 300
Washington, D.C. 20006

(202) 659-3912

October 6, 1995

Steven A. Weinberg, Esq.
6514 Riverview Lane
Dallas, Texas 75428

Re: Woods & Associates v. Oglesby, NFLPA 95-7

Dear Steve:

Please find enclosed the invoice in the above-captioned case. I would appreciate it if you would forward this to Mr. Oglesby for prompt payment.

I appreciate your efforts in expeditiously handing the previous financial problem.

Sincerely,

Roger P. Kaplan

RPK/do

enclosure

ROGER P. KAPLAN
Labor Arbitrator
1919 Pennsylvania Avenue, N.W.
Suite 300
Washington, D.C. 20006

(202) 659-3912

October 6, 1995

INVOICE

Arbitration, Woods & Associates v. Alfred Oglesby, Case No. NFLPA 95-7

Number of hearing days 1 @ $750 per day	$ 750.00
Number of travel days ½ @ $750 per day	$ 375.00
Roundtrip airfare, Washington, D.C. to Dallas, Texas	$1102.00
Taxi, residence to airport, 9/18/95	$ 7.00
Taxi, airport to hotel, 9/18/95, Dallas, Texas	$ 12.00
Hotel room, DAllas, Texas, 9/18/95	$ 169.37
Meeting room, Dallas, Texas, 9/19/95	$ 161.22
Meals	$ 29.54
Taxi, Hotel to airport, Dallas, Texas, 9/19/95	$ 12.00
Taxi, airport to residence, 9/19/95	$ 8.00
Court Reporter	$ 332.50
Total	$2958.63*

* As part of the settlement agreement, Mr. Oglesby was required to pay all arbitration fees and expenses.

Arbitration deposit received from Oglesby: $2500.

Payable by Oglesby: $458.63

Roger P. Kaplan

Roger P. Kaplan, Esq.
Arbitrator

ROGER P. KAPLAN
Labor Arbitrator
1919 Pennsylvania Avenue, N.W.
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Washington, D.C. 20006

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SECOND BILLING
NOV 13 1995

(Signed) Roger P. Kaplan

Roger P. Kaplan, Esq.
Arbitrator

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Suite 300
Washington, D.C. 20006

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Arbitrator

ROGER P. KAPLAN
Labor Arbitrator
1919 Pennsylvania Avenue, N.W.
Suite 300
Washington, D.C. 20006

(202) 659-3912

Steven A. Weinberg, Esq.
6514 Riverview Lane
Dallas, Texas 75248

June 26, 1995

Warren Fitzgerald, Jr., Esq.
2626 South Loop West
Suite 325
Houston, Texas 77054

Re: Woods & Associates v. Oglesby
Case No. NFLPA 95-7

Dear Gentlemen:

This confirms arrangements for the scheduling of the above-captioned arbitration hearing. The pertinent information is set forth below:

DATE:	September 19, 1995
PLACE:	Stouffer-Dallas Hotel 2222 Stemmons Freeway Dallas, Texas 75207 (214) 631-2222
TIME:	9:30 a.m.

Please be prepared to present your evidence when the hearing commences at 9:30 a.m. on September 19, 1995. A court reporter will be present to record the hearing. For your information, my cancellation policy is as follows:

> For any hearing which is canceled or postponed less than twenty (20) days prior to the scheduled day of hearing, the parties will pay a cancellation fee of $750.00.

I look forward to seeing you on September 19, 1995. If you have any questions prior to the beginning of the hearing, please call me.

Sincerely,

Roger P. Kaplan

Roger P. Kaplan

RPK/kz

cc: Tom DePaso, Esq., NFLPA

ROGER P. KAPLAN
Labor Arbitrator
1919 Pennsylvania Avenue, N.W.
Suite 300
Washington, D.C. 20006

(202) 659-3912

June 26, 1995

INVOICE

NFLPA Arbitration, Woods & Associates v. Alfred Oglesby,
CASE No. NFLPA 95-7

Arbitration deposit...$2500.00
Total...$2500.00

Payable by Oglesby: $2500.00

Roger P. Kaplan

Roger P. Kaplan, Esq.
Arbitrator
SSAN: 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

ROGER P. KAPLAN
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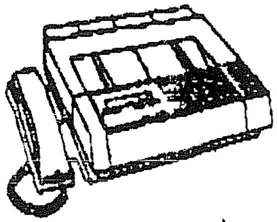
1919 Pennsylvania Avenue, N.W.
Suite 300
Washington, D.C. 20006

(202) 659-3912



FACSIMILE TRANSMISSION COVER SHEET

TO: Steven A. Weinberg FAX #: 214-913-8618

FROM: Roger P. Kaplan DATE: April 18, 1995

SUBJECT: Woods + Associates v. Oglesby NFLPA 95-7

NUMBER OF PAGES: 4
Including cover sheet

MESSAGE

If you have any difficulty with this transmission, please call the number listed above. My fax number is (202) 659-3913.

ROGER P. KAPLAN
Labor Arbitrator
1919 Pennsylvania Avenue, N.W.
Suite 300
Washington, D.C. 20006

(202) 659-3912

(703) 509-4088
CAR

June 26, 1995

SEP 07 1995

Reminder

Steven A. Weinberg, Esq.
6514 Riverview Lane
Dallas, Texas 75248

Warren Fitzgerald, Jr., Esq.
2626 South Loop West
Suite 325
Houston, Texas 77054

Re: Woods & Associates v. Oglesby
Case No. NFLPA 95-7

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Sincerely,

(Signed) Roger P. Kaplan

Roger P. Kaplan

RPK/kz

cc: Tom DePaso, Esq., NFLPA

ROGER P. KAPLAN
Labor Arbitrator
1919 Pennsylvania Avenue, N.W.
Suite 300
Washington, D.C. 20006

(202) 659-3912

June 26, 1995

INVOICE

NFLPA Arbitration, Woods & Associates v. Alfred Oglesby,
CASE No. NFLPA 95-7

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Total...$2500.00

Payable by Oglesby: $2500.00

Reminder
SECOND BILLING
JUL 31 1995

(Signed) Roger P. Kaplan

Roger P. Kaplan, Esq.
Arbitrator
SSAN: 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

ROGER P. KAPLAN
Labor Arbitrator
1919 Pennsylvania Avenue, N.W.
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Washington, D.C. 20006

(202) 659-3912

June 26, 1995

INVOICE

NFLPA Arbitration, Woods & Associates v. Alfred Oglesby,
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Reminder SEP 07 1995

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(Signed) Roger P. Kaplan

Roger P. Kaplan, Esq.
Arbitrator
SSAN: 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

ROGER P. KAPLAN
1919 Pennsylvania Avenue, N.W.
Suite 300
Washington, D.C. 20006

(703) 509-4088 30 months

WASHINGTON, DC 200 PM 6 1995

Steven A. Weinberg, Esq.
6514 Riverview Lane
Dallas, Texas 75248

No Players

Fax 931-9208
475-0008 (H)

Postpone
#750 - To Cancel
Seaview Marriott
Absecon, NJ
(609)

ROGER P. KAPLAN
1919 Pennsylvania Avenue, N.W.
Suite 300
Washington, D.C. 20006

WASHINGTON, DC 200 PM 6 OCT 1995

19:43 10/06/95 1S5#2 WGMF, DC 200

Steven A. Weinberg, Esq.
6514 Riverview Lane
Dallas, Texas ~~75228~~

752

+ 500
Gary Porter + Donovan

EXHIBIT A-2

ROGER P. KAPLAN
Arbitrator

211 North Union Street
Suite 100
Alexandria, Virginia 22314

703-684-4844
Fax: 703-684-4864

August 3, 1999

Howard Silber, Esq.
Pacific Sports & Entertainment
Tower Executive Center
10940 Wilshire Blvd.
Suite 1600
Los Angeles, California 90024-3943

Steve Weinberg, Esq.
6514 Riverview Lane
Dallas, Texas 75248

Re: Silber v. Weinberg,
Cases Nos. NFLPA 99-CA-2,
NFLPA 99-CA-3;

Dear Gentlemen:

I received Mr. DePaso's letter dated July 1, 1999, designating me as the Arbitrator in the above-captioned case.

Pursuant to Section 5 of the NFLPA Regulations Governing Contract Advisors, the parties are responsible for the arbitration costs in this case. Therefore, please submit $3,000 each, payable to me, within two (2) weeks as a deposit for this arbitration case. These monies will be placed in an escrow account. It will cover my fees, court reporting services and any travel costs I might incur. At the conclusion of the arbitration process, any remaining monies will be returned to the parties.

My per diem fee is $900. After receiving the arbitration deposit, I will call the parties to schedule a hearing in this matter at the earliest convenient time.If you have any questions, please do not hesitate to call me.

Sincerely,

Roger P. Kaplan

Roger P. Kaplan

RPK/cd
cc: Tom DePaso, NFLPA